



State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

RICHARD C. BAILEY, JR.
ASSISTANT COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

May 23, 2022

ROBERT L. QUINN
COMMISSIONER

179 mlc

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) to enter into a grant agreement with the City of Keene (VC#177417-B002) 3 Washington St, Keene, NH 03431 in the amount of \$26,934.00 for the purchase and installation of conferencing equipment and updating hazmat plans. Effective upon Governor and Council approval through September 29, 2023. Funding source: 100% Federal Funds.

02-23-23-236010-90040000 - Dept. of Safety - Homeland Sec-Emer Mgmt - HMEP Grant SFY 2022
072-500574 Grants to Local Gov't - Federal \$26,934.00
Activity Code: 23HMEP 2021

EXPLANATION

The purpose of this grant agreement is for the City of Keene to purchase and install conference equipment and to update their hazmat plans. These job aids enable responders to quickly assess risks and make proper decisions on how to best mitigate a hazardous materials/terrorist event. The grant agreement will be funded from the FFY'21 Hazardous Materials Emergency Preparedness (HMEP) Grant Program which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management by the US Department of Transportation (USDOT), Pipeline and Hazardous Materials Safety Administration (PHMSA) to support activities that increase State and local effectiveness in handling hazardous materials incidents, to enhance implementation of the Emergency Planning and Community Right-to-Know Act (EPCRA), and to encourage a comprehensive approach to emergency training and planning.

The HMEP funds are 80% federally funded with a 20% match requirement to be supplied by the subrecipient (City of Keene). The City of Keene acknowledges their match obligation as part of Exhibit B and C of the grant agreement.

In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

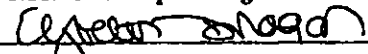


Respectfully submitted,

[Signature]
Robert L. Quinn
Commissioner of Safety

GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. IDENTIFICATION AND DEFINITIONS

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name City of Keene (VC#177417-B002)		1.4. Subrecipient Address 3 Washington Street Keene NH 03431	
1.5 Subrecipient Tel. # 603-352-1013	1.6. Account Number AU #90040000	1.7. Completion Date September 29, 2023	1.8. Grant Limitation \$26,934.00
1.9. Grant Officer for State Agency Olivia Barnhart, HMEP Program Manager		1.10. State Agency Telephone Number (603) 223-3639	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 Elizabeth Dragon, City Manager	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. State Agency Signature(s) By:  On: 5/23/22		1.14. Name & Title of State Agency Signor(s) Steven R. Lavoie, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: 1/1			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 6/13/2022			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 1/1			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

Subrecipient Initials: 1.)  2.) _____

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in

3.) _____ Date: 7/14/22

block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

Subrecipient Initials: 1.) JAD 2.) _____

3.) _____ Date: 4/14/20

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes,

letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any

Subrecipient Initials: 1.) EAD 2.) _____

3.) _____ Date: 4/14/20

subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Subrecipient Initials: 1.) END 2.) _____

3.) _____

Date: 4/14/20

EXHIBIT A

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to "the Subrecipient" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to "the Subrecipient" must be expended within thirty (30) days of receiving the advanced funds.
4. "The Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Subrecipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

Additionally, "the Subrecipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Subrecipient" will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. "The Subrecipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. "The Subrecipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Subrecipient Initials: 1.) EAD 2.) _____ 3.) _____

Date: 4/14/22

EXHIBIT B

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the City of Keene (hereinafter referred to as "the Subrecipient") \$26,934.00 to purchase and install computer conferencing equipment and update hazardous material plans.
2. "The Subrecipient" agrees that the project grant period ends September 29, 2023 and that a final performance and expenditure report will be sent to "the State" by October 29, 2023.
3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 20% cost share required by this grant.

Subrecipient Initials: 1.) SAD 2.) _____ 3.) _____

Date: 11/14/22

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$6,733.50	\$26,934.00	\$33,667.50
Project Cost is 80% Federal Funds, 20% Applicant Share			
Awarding Agency: US DOT, Pipeline and Hazardous Materials Safety Administration			
Award Title & #: Hazardous Materials Emergency Preparedness (HMEP) 693JK31940029HMEP			
Catalog of Federal Domestic Assistance (CFDA) Number: 20.703 (HMEP)			
Applicant's Data Universal Numbering System (DUNS): 083406355			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$26,934.00.
- b. "The State" shall reimburse up to \$26,934.00 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).
- c. Upon Governor and Executive Council Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, September 30, 2019, to the identified completion date (block 1.7).

Subrecipient Initials: 1.) *JAD* 2.) _____ 3.) _____

Date: 4/1/2020

EXHIBIT A.1

Special Provisions Addendum

The "Subrecipient" agrees to be bound to the same terms and conditions of the *Code of Federal Regulations (CFR) Title 2, Grants and Agreements, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (2 CFR 200) in which the State of New Hampshire is bound as "Recipient" as specified here: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/ttitle02/2cfr200_main_02.tpl.

1. Subaward Requirements

Subrecipients of HMEP funds must adhere to the requirements outlined at 2 CFR §200.330 - Subrecipient and Contractor Determinations and 2 CFR §200.331 - Requirements for Pass-Through Entities. The Recipient (NHDOS) must make the proper distinction between contract and a subaward as required by §200.330.

Subaward - A subaward is for the purpose of carrying out a portion of a Federal award. See 2 CFR §200.92 - Subaward. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

- Determines who is eligible to receive what Federal assistance;
- Has its performance measured in relation to whether objectives of a Federal program were met;
- Has responsibility for programmatic decision-making;
- Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

Contract - A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. See 2 CFR §200.22 - Contract. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the non-Federal entity receiving the Federal funds:

- Provides the goods and services within normal business operations;
- Provides similar goods or services to many different purchasers;
- Normally operates in a competitive environment;
- Provides goods or services that are ancillary to the operation of the Federal program; and
- Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

2. Effect of Award

The Subrecipient, which is the organization named in Block 1.3 of this Grant Agreement, is legally responsible for, and accountable to the NH Department of Safety (NHDOS), as Recipient, for the funds provided. By acceptance of this subaward, which is accomplished by the signature(s) of the authorized Subrecipient official(s) shown on Page 1 in Blocks 1.11 and 1.12 of this Grant Agreement, the Subrecipient agrees to comply with the terms and conditions detailed or referenced below. The subaward may only be modified with the approval of the NHDOS Hazardous Materials Emergency Preparedness (HMEP) Grant Manager, or any HMEP staff to whom the authority is delegated. See Section 21 for information on the process for requesting prior approval for amendments or modifications to the grant award. If the Subrecipient materially fails to comply with the term, the HMEP Grant Program Manager or designated representative may suspend, terminate, or take other remedies as may be legally available and appropriate in the circumstances as provided in 2 CFR Part 200.

3. Award Information

The total amount of funding is shown on Page 1, Block 1.8 of this Grant Agreement. The Subrecipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by this award.

Subrecipient Initials: 1.) SAD 2.) _____ 3.) _____

Date: 4/14/22

4. Incorporation of Approved Application by Reference

The Subrecipient's application, including the narrative and budget as approved by NHDOS and USDOT/PHMSA prior to award, is incorporated by reference in this award. Changes to the approved application are governed by 2 CFR §200.308 and any applicable requirements outlined in this document of terms and conditions, as well as any special terms and conditions outlined in the grant's award letter. See Section 21 of this document for more information on the types of actions that require prior approval, and how requests should be submitted.

5. Governing Statutes and Regulations

The administration of this award by USDOT/PHMSA and all recipients will be based on the following Federal statutory and regulatory requirements:

- The authorizing language of 49 U.S.C. 5116;
- The regulations outlined at 49 CFR Part 110;
- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- Any other applicable Federal statutes and regulations, including, but not limited to the following:
 - The Subrecipient must comply with 49 CFR Part 20, "New Restrictions on Lobbying." 49 CFR Part 20 is incorporated by reference in this award. 49 CFR Part 20 is available at <https://www.ecfr.gov/current/title-49/subtitle-A/part-20> by clicking on Title 49 CFR Part 20;
 - The Subrecipient must comply with Title VI of the Civil Right Act of 1964, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance;
 - The Subrecipient must comply with 49 CFR Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964." 49 CFR Part 21 is incorporated by reference into this award. 49 CFR Part 21 is available at: <https://www.ecfr.gov/current/title-49/subtitle-A/part-21> by clicking on Title 49 CFR Part 21;
 - The Subrecipient must comply with 49 CFR Part 32, "Government wide Requirements for Drug-Free Workplace (Financial Assistance)," which implements the requirements of Public Law 100-690, Title Subtitle D, "Drug-Free Workplace Act of 1988." 49 CFR Part 32 is incorporated by reference in this award. 49 CFR Part 32 is available at: <https://www.ecfr.gov/current/title-49/subtitle-A/part-32> by clicking on Title 49 CFR Part 32.
- No term or condition of this award is intended to require the Subrecipient to violate any applicable State law;
- The Subrecipient must immediately notify the NH Department of Safety's (NHDOS) HMEP grant program staff of any change in local law, conditions, or any other event, including any litigation challenging the validity of, or seeking interpretation of, any Federal law or regulation applicable to the Federal hazmat program, which may significantly affect the Subrecipient's ability to perform the program in accordance with the terms of this award;
- The Subrecipient must also immediately notify the NHDOS's HMEP Grant Program staff of any decision pertaining to the Subrecipient's conduct of litigation that may affect USDOT's interests.

6. Order of precedence

Any inconsistency or conflict in the terms and conditions specified in this award will be resolved according to the following order of precedence:

- The Federal statute authorizing this award or any other Federal statutes, laws, regulations or directives directly affecting performance of this award;
- Any special terms and conditions of this award contained in Exhibit C, Special Provisions;
- General terms and conditions of this award.

7. General Recipient Responsibilities

In accepting an HMEP financial assistance award, the Subrecipient assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the laws, rules, and regulations governing grants and cooperative agreements, these general terms and conditions, and any special conditions included in this award.

The Recipient (NHDOS) is responsible for monitoring Subrecipient activities under this subaward to ensure compliance with Federal requirements and performance objectives are being achieved and, if necessary, considering taking enforcement action against non-compliant Subrecipients as described in 2 CFR §200.338 - Remedies for Noncompliance. Monitoring of the Subrecipient must include:

Subrecipient Initials: 1.) SAD 2.) _____ 3.) _____

Date: 4/14/22
Page 9 of 17

- Reviewing financial and performance reports required by the pass-through entity (NHDOS);
- Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the pass-through entity (NHDOS) detected through audits, on-site reviews, and other means;
 - Consideration of whether the results of the Subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the NHDOS's own records;
- Issuing a management decision for audit findings pertaining to the Federal award provided to the Subrecipient from the pass-through entity (NHDOS) as required by 2 CFR §200.521 - Management Decision.

The Subrecipient will be advised by the Recipient (NHDOS) of requirements imposed on them by Federal laws, regulations, and the terms and conditions of this award. These include grant administrative requirements, audit requirements under 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Failure to comply with these requirements may result in suspension or termination of the award and USDOT/PHMSA's recovery of funds.

8. Subrecipient Project Director (PD)

The Subrecipient's Project Director (PD) is the individual designated as the Primary Point of Contact in the Subrecipient's application who is responsible for the technical direction of the project. The PD is considered a key person under this award and, if replacement of the PD is required, the HMEP Grant Program Manager must be notified.

Under the terms of this award, the Subrecipient, through the Subrecipient's PD, is responsible for:

- Accomplishing the objectives and, tasks specified in the approved application within the approved budget amounts (Federal share plus matching); and
- Providing required reports that are complete, accurate, and timely.

9. Subrecipient's Authorized Grantee Official

The Authorized Grantee Official is a person(s) with the Subrecipient organization who has authority to legally and financially bind the organization. These are the individual(s) listed in Blocks 1.11 and 1.12 of this Grant Agreement. It is the Subrecipient's responsibility to follow their agency/community's policies and procedures for ensuring that authorized officials are up-to-date and endorse any prior approval actions.

10. Required Registration in the System for Award Management

Per (Appendix A to 2 CFR Part 25), the System for Award Management (SAM) is the Official U.S. Government system that brings together different Federal procurement data systems into a unified system, with the intention of reducing duplication and information technology costs, and to help create a more streamlined and integrated Federal acquisition process. Additional information about registration procedures may be found online at <https://www.sam.gov/>. The Data Universal Numbering System (DUNS) number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or online at <http://fedgov.dnb.com/webform>. Unless exempted from this requirement under 2 CFR §25.110, the Subrecipient must maintain the information in SAM until the final financial report required under this award is submitted or the Subrecipient receives the final payment, whichever is later. This requires that the Subrecipient review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

NHDOS, as Recipient, must:

- Notify potential subrecipients that no entity may receive a subaward unless the entity has provided its unique entity identifier to you.
- Not make a subaward to an entity unless the entity has provided its unique entity identifier to NHDOS.

Subrecipient Initials: 1.) SAD 2.) _____ 3.) _____

Date: 4/14/22
Page 10 of 17

11. Government-wide Debarment and Suspension (Non-procurement)

In accordance with 2 CFR §200.212, subawards and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR Part 180. These regulations restrict subawards and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

The Subrecipient must also comply with 2 CFR Part 1200, "Nonprocurement Suspension and Debarment" which generally prohibits entities that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower-tier covered transactions.

Before entering into a contract under the grant, the Subrecipient must verify that the entity/individuals are not excluded or disqualified from participation in Federal non-procurement or procurement programs. This can be done by:

- Performing a search (previously performed in the Excluded Parties List System (EPLS) by checking for Active Exclusions on the SAM website located at <https://www.sam.gov/>;
- Collecting a certification from that entity/individual; or
- Adding a clause or condition to the covered transaction with that entity/individual.

The Subrecipient must include a term or condition in lower-tier transactions requiring lower-tier participants to comply with Subpart C of the OMB guidelines in 2 CFR Part 180, as supplemented by 2 CFR Part 1200. The Subrecipient must inform NHDOS when the Subrecipient suspends or debar a contractor.

12. Financial Management and Internal Controls

The Subrecipient's financial management system, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award. In accordance with 2 CFR §200.302 and 2 CFR §200.303, the Subrecipient's financial management system must provide for the following:

- Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any;
- Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 CFR §200.327 - Financial Reporting and §200.328 - Monitoring and Reporting Program Performance;
- Records that identify the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation;
- Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. For more information see §200.303 - Internal Controls;
- Comparison of expenditures with budget amounts for each Federal award;
- Written procedures to implement the requirements of §200.305 - Payment;
- Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 Subpart E - Cost Principles and the terms and conditions of this Federal award.

13. Payment

Unless otherwise authorized, the HMEP grant program payment is under the reimbursement method. Subrecipients must comply with all provisions located 2 CFR §200.305 reflecting payment of grant funds from a Federal agency or pass-through entity. The Subrecipient must maintain financial management systems that meet the standards for fund control and accountability as established in 2 CFR §200.302. Payments for allowable costs to Subrecipients may be withheld during the period of performance if:

Subrecipient Initials: 1.) EAD 2.) _____ 3.) _____

Date: 7/14/22

- The Subrecipient has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.
- The Subrecipient is delinquent in a debt to the United States as defined in OMB Guidance A-129, "Policies for Federal Credit Programs and Non-Tax Receivables."
- While separate depository accounts for grant funds are not required, the Subrecipient must be able to account for the receipt, obligation and expenditure of funds. Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.
- The Subrecipient is delinquent in submitting required reports or responding to findings and corrective actions listed during the course of monitoring activities.

Each reimbursement request may be mailed in or made electronically via the HMEP Reimbursement Request Form located in our HSEM Resource Center here: https://prd.blogs.nh.gov/dos/hsem/?page_id=1925. Payments will be made after receipt of required reporting forms and other supporting documentation as requested. Supporting documentation may include accounting records, payroll records, travel receipts, invoices or other receipts. During the normal course of monitoring, NHDOS will perform periodic "spot check" desk reviews of payments and request supporting and/or back-up documentation associated with reimbursement payments. Subrecipients must comply with these requests for information in a timely manner or may face a delay in receiving future payment.

14. Allowable Costs

The allowability of costs incurred by the Subrecipient will be determined using the OMB cost principles located at 2 CFR Part 200 – Subpart E.

15. Pre-Award Costs

All costs incurred before NHDOS notifies the Subrecipient of the award are at the Subrecipient's risk (i.e., NHDOS is under no obligation to reimburse such costs if for any reason the Subrecipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs).

16. Flow-Down of Requirements under Subawards

The requirements of this award that apply to the Recipient (NHDOS) also apply to Subrecipients, i.e., entities that are carrying out part of the substantive programmatic activity, unless an exception is specified. In making subawards under the award, the Recipient must apply the Federal cost principles applicable to the particular type of organization concerned.

17. Matching Requirement

Per 49 U.S.C. §5116(e), the Subrecipient must provide 20 percent of the allowable planning and/or training costs of activities covered under this award from non-Federal sources. Subrecipients may either use cash (hard match), in-kind (soft-match) contributions, or a combination of both to meet this requirement. The types of contributions allowed are listed in 49 CFR § 110.60. Matching costs and contributions also must meet the requirements of 2 CFR §200.306, including that the costs must meet the same requirements of allowability as apply to HMEP funds. Subrecipients are required to maintain documentation of how the matching requirements have been met. This documentation will be reviewed during NHDOS's processing of the Subrecipient's reimbursement request. A lack of documentation for the statutory requirements may result in the Subrecipient being designated high-risk, placed on a corrective action plan, or the recovery of disallowed costs. Federal funds may be expended before non-Federal matching funds, provided that total program costs at completion of the program year reflect the 80 percent Federal/20 percent non-Federal allocation of costs. The matching requirement is in addition to the maintenance of effort required of Subrecipients of HMEP awards under 49 U.S.C. §5116(a)(2)(A) and (b)(2)(A) and 49 CFR §110.30(b)(2) and (c)(2).

18. Programmatic Performance and Financial Reporting Requirements

Upon request, the Subrecipient must provide information on activities performed and any expenditure made against the award throughout the grant's period of performance (i.e., quarterly, mid-year progress report, annual report and final report). It is important that requests for information are acted upon immediately as NHDOS sequentially forwards this data to USDOT/PHMSA with strict deadlines in place. Requested information may include:

- A summary of what was accomplished under the HMEP grant award during a specific reporting period or grant year.
- A narrative detailing how planning and/or training goals and objectives for the HMEP grant were achieved during a specific performance period.

Subrecipient Initials: 1.) EAD 2.) _____ 3.) _____

Date: 7/14/20
Page 12 of 17

- A narrative detailing how the State, through activities conducted using HMEP funds, is better able to handle accidents and incidents involving the transport of hazardous materials.

A brief description of any issues or delays, such as severe weather and forest fires, that impact the Subrecipient's ability to utilize or administer its HMEP award.

- A report of planning activities during a specific performance period to include amount expended, activities performed (i.e., plans developed or updated, completed hazard analysis commodity flow studies), mode of transport, type of hazmat, completion date, and the outcome.
- A report of training activities during a specific performance period to include the type of training (i.e., awareness, operations, specialist, technician, and incident command), initial or refresher, numbers trained, amount expended, training competencies (i.e., NFPA 472, OSHA 1910.120).

Failure to provide required reports by the requested due dates or any extended due date approved by NHDOS, may result in a delay in processing payment requests, delay in the award of new funding, or, as appropriate, an enforcement action.

19. Reporting Subawards and Executive Compensation

Reporting of First-Tier Subawards - Unless you are exempt as provided by Federal law, each action that obligates \$30,000 or more in Federal funds for a subaward must be reported by the NH Department of Safety (NHDOS).

- Where and when it is reported:
 - NHDOS must report each obligating action described in the previous paragraph to <http://www.fsrs.gov>.
 - Subaward information is reported no later than the end of the month following the month in which the obligation (award) was made. (For example, if the obligation was made on November 8, 2018, the obligation must be reported by no later than December 31, 2018.)
- What is reported:
 - Information about each obligating action must be reported as specified in the submission instructions posted at <http://www.fsrs.gov>.
 - Total compensation of recipient executives is reported.

Reporting Total Compensation of Recipient Executives

- Applicability and what is reported:

The total compensation for each of your five most highly compensated executives for the preceding completed fiscal year is report, if -

 - The total Federal funding authorized to date under this award is \$30,000 or more;
 - In the preceding fiscal year, you received -
 - 80 percent or more of your annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320; and
 - \$30,000,000 or more in annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320; and
 - The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m (a), 78o (d)) or section 6104 of the Internal Revenue Code of 1986. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.
- Where and when it is reported:

The executive total compensation described in the paragraph entitled "Applicability and what to report" for recipient executives of this award term are reported:

 - As part of your registration profile at <https://www.sam.gov/SAM/>.
 - By the end of the month following the month in which this award is made, and annually thereafter.

20. Procurement

Sub-recipients are to follow the procurement requirements at 2 CFR §200.317 - Procurement by States. When procuring property and services under a Federal award, a jurisdiction must follow the same policies and procedures it uses for procurements from its non-Federal funds. The jurisdiction will comply with 2 CFR §200.322 - Procurement of Recovered Materials and ensure that every purchase order or other contract includes any clauses required by 2 CFR §200.326 -

Subrecipient Initials: 1.) EMD 2.) _____ 3.) _____

Date: 4/14/22
Page 13 of 17

Contract Provisions. Subrecipients of HMEP funds must be aware of the procurement requirements required by the jurisdiction and have documented policies and procedures to ensure compliance with these requirements. USDOT/PHMSA grants staff may request these policies and procedures to ensure Subrecipients are following their jurisdiction's procurement requirements as part of the overall monitoring process.

21. Changes to the Approved Application and Budget (prior approval actions)

The approved budget for the Federal award summarizes the financial aspects of the project or program as approved during the Federal award process. It must be related to performance for program evaluation purposes whenever appropriate. Subrecipients are required to report deviations from budget or project scope or objective, and request prior approvals from the NHDOS HMEP Grant Program Manager for budget and program plan revisions, in accordance with this section.

Recipients must request prior approvals from the NHDOS HMEP Grant Program Manager for the following program or budget-related reasons:

- Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).
- Request for approval to engage in programmatic activities that were not detailed in the Subrecipient's application, budget narrative and project narrative.
- Change in a key person specified in the application or the Federal award (the Subrecipient Project Director).
- The disengagement from the project for more than three months by the approved Subrecipient Project Director.
- Unless described in the application and funded in the approved award, the subawarding, transferring or contracting out of any work under a Federal award, including fixed amount subawards as described in 2 CFR §200.332 - Fixed Amount Subawards. This provision does not apply to the acquisition of supplies, material, equipment or general support services.
- A request for a one-time extension of the period of performance by up to 12 months. For one-time extensions, the Subrecipient must notify the NHDOS HMEP Grant Program Manager in writing with the supporting reasons, the amount of funds unobligated and revised period of performance, at least 90 calendar days before the end of the period of performance specified in the Federal award (shown in Block 1.7 of the executed Grant Agreement). A *Grant Change Request Form* must be used to request an extension and must be signed and endorsed by an official with authority, the Subrecipient Project Director as well as their Financial Officer within the Subrecipient organization. This one-time extension may not be exercised merely for the purpose of using unobligated balances - there needs to be extenuating circumstances to justify approval for an extension to utilize unobligated balances. Extensions require explicit prior approval from NHDOS. Requests for extension may be submitted through the HMEP mailbox at hmepeg@dos.nh.gov.

NHDOS HMEP Grant Program Manager's Reply to Prior Approval Requests

Within 30 calendar days from the date of receipt of the request for budget revisions, the NHDOS HMEP Grant Program Manager must review the request and notify the Subrecipient whether the grant agreement revisions will be considered. Any amendments made to the original executed Grant Agreement must receive approval by NHDOS's Director of Administration or by the Governor & Council, depending on the grant's monetary threshold.

22. Assessment of Subrecipient's Risk of Non-Compliance

Each Subrecipient's risk of non-compliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate Subrecipient monitoring, which may include consideration of such factors as:

- The NHDOS HMEP Program Manager completed a risk assessment on each Subrecipient at the time of application;
- The Subrecipient's prior experience with the same or similar subawards;
- The results of previous audits including whether or not the Subrecipient receives a Single Audit in accordance with 2 CFR Part 200 Subpart F - Audit Requirements, and the extent to which the same or similar subaward has been audited as a major program;
- Whether the Subrecipient has new personnel or new or substantially changed systems; and
- The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

Subrecipient Initials: 1.) EAD 2.) _____ 3.) _____

Date: 4/14/22
Page 14 of 17

Depending upon NHDOS's assessment of risk posed by the subrecipient, the following monitoring tools may be used to ensure proper accountability and compliance with program requirements and achievement of performance goals:

- Providing Subrecipients with training and technical assistance on program-related matters;
- Performing on-site reviews of the Subrecipient's program operations;
- Arranging for agreed-upon-procedures engagements as described in 2 CFR §200.425 - Audit Services.

23. Special Terms and Conditions .

As a result of the application review and risk assessment the NHDOS HMEP Grant Program Manager may include special terms and conditions in Exhibit C, Special Provisions that may supplement/amend the general terms and conditions, in accordance with 2 CFR §200.207, Specific Conditions.

Exhibit C, Special Provisions of the Grant Agreement may include conditions that must be fulfilled before Subrecipients may request payment. Subrecipients are reminded to check Exhibit C for special terms and conditions and submit any outstanding required items.

24. Title to Equipment

Title to equipment purchased or fabricated under this award vests in the subrecipients, respectively, unless otherwise specified under 2 CFR §200.313 - Equipment or the special terms and conditions of the grant award.

25. Copyrights

USDOT/PHMSA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes:

- The copyright in any work developed under a subaward, or a contract under a subaward; and
- Any rights of copyright to which a subrecipient purchases ownership with grant support.

26. Audit Requirements

As required by 2 CFR §200.501 - Audit Requirements, Subrecipients that expend \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of the regulation. Subrecipients are expected to review and fully comply with the audit requirements formerly located at A-133 and now located at 2 CFR Part 200, Subpart F.

27. Record Retention and Access to Records

The Subrecipient must comply with 2 CFR §200.333 - Retention Requirements for Records and 2 CFR §200.336 - Access to Records. USDOT/PHMSA, the Inspectors General, the Comptroller General of the United States, and the pass-through entity (NHDOS), or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

NHDOS, through its grant program staff or other authorized representative(s), may make site visits, at reasonable times; to review project accomplishments, management control systems and provide guidance as may be requested or required. If a site visit is made on the premises of the Subrecipient, the Subrecipient must provide reasonable facilities and assistance to NHDOS HMEP grant program representatives in the performance of their duties.

NHDOS, through its HMEP grant program staff or other authorized representative(s), may request a desk audit, at reasonable times, to review project accomplishments, management control systems and provide guidance as may be requested or required. If a desk audit is conducted, the Subrecipient is required to provide, electronically or via postal service, all records requested by NHDOS HMEP Grant Program representatives.

Subrecipient Initials: 1.) EAD 2.) _____ 3.) _____

Date: 4/14/22
Page 15 of 17

If USDOT/PHMSA requires access to the records of a Subrecipient or contractor under the grant, whether a part of a site visit or for another type of review, USDOT/PHMSA will coordinate the request with NHDOS HMEP grant program staff or other authorized representative(s). All site visits, desk audits, reviews, and evaluations will be performed in a manner to not unduly delay work activity under the award or other activities of the Subrecipient or contractor.

28. Contracting with Small and Minority Firms, Women's Business Enterprises, Veteran Owned, and HubZone Area Firms

In keeping with 2 CFR §200.321, Subrecipients are encouraged to take all necessary affirmative steps to assure that small, women-owned, minority disadvantaged businesses, veteran, and HUBZone business firms are used when possible. USDOT/PHMSA's policy is to award a fair share of contracts to small minority business, women-owned, veteran-owned and HubZone firms. USDOT is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness on the awarding of any contracts under USDOT grants or cooperative agreements.

Affirmative steps include:

- Placing qualified small and minority-disadvantaged businesses, women owned business enterprises, veteran-owned and HUBZone business firms on solicitation lists;
- Ensuring that small and minority businesses, women's business enterprises, veteran-owned and HUB Zone business firms are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority businesses, women's business enterprises, veteran-owned, and HUBZone business firms;
- Establishing delivery schedules, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business, women's business enterprises, veteran-owned, and HUBZone business firms; and
- Using the services and assistance of the Small Business Administration and the USDOT Office of Small and Disadvantaged Business Utilization, as appropriate.

29. Seat Belt Use Policies and Programs

In accordance with Executive Order 13043, the Subrecipient is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating government-owned, company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 85 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at www.trafficsafety.org.

30. Texting While Driving

In accordance with Executive Order, 13513, subrecipients and their contractors are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or government-owned vehicles, or while driving personally owned vehicles when on official Government business or when performing any work for or on behalf of the Government. These efforts may include conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving and should encourage voluntary compliance with the entity's text messaging policy while off duty.

31. Information Collection

Under the Paperwork Reduction Act (PRA), if a Recipient collects the same information from 10 or more respondents as part of carrying out this award, the Subrecipient is prohibited from representing to its respondents that information is

Subrecipient Initials: 1.) EAD 2.) _____ 3.) _____

Date: 4/14/22
Page 16 of 17

being collected for, or in association with, the Federal government unless the Subrecipient is conducting the collection of information at the specific request of the agency; or the terms and conditions of the grant require specific approval by the agency of the collection of information or collection procedures. In those cases, the OMB PRA clearance procedures contained in 5 CFR Part 1320 must be followed. However, nothing in this award requires Subrecipients to collect information on USDOT/PHMSA's behalf or to obtain USDOT/PHMSA approval (through NHDOS) of any information collection a Subrecipient might deem necessary under this award.

32. Fraud, Waste, or Abuse

The DOT Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. The telephone number is: (800) 424-9071. The mailing address is:

DOT Inspector General
1200 New Jersey Avenue, SE West Bldg. 7th Floor Washington, DC 20590
Phone: 1-800-424-9071
Email: hotline@oig.dot.gov

Subrecipient Initials: 1.) ZAD 2.) _____ 3.) _____




Date: 4/14/02
Page 17 of 17

RECEIVED APR 14 2022

FIRE DEPARTMENT

CITY OF KEENE
NEW HAMPSHIRE

RECOMMENDATION

DATE: April 14, 2022
TO: Elizabeth Dragon, City Manager 
THROUGH: Donald Farquhar, Fire Chief 
FROM: Jeremy LaPlante, Lieutenant / Training Officer 
SUBJECT: FY21 Hazardous Materials Emergency Preparedness (HMEP) Grant Application

Recommendation:

To sign and initial the presented FY21 Hazardous Materials Emergency Preparedness (HMEP) Grant Application, so that it may be submitted to the State of New Hampshire.

Background:

The City of Keene Fire Department applied for grant funds under the FY21 Hazardous Materials Emergency Preparedness (HMEP) Grant. The Keene Fire Department Hazardous Materials Response Team has been recognized by the State of New Hampshire since 1994. Since that time, the City has made a major commitment to funding the team as well as supporting training, equipment purchases, and maintenance. This support has allowed the team to continue to operate in a safe, efficient and effective manner.

This grant will allow the Fire Department, through a qualified contractor, to establish its first formal Hazardous Materials Response Plan while concurrently updating existing Standard Operating Procedures. Additionally, the equipment purchased from these grant funds will allow the team to further improve upon meeting preparedness goals through enhanced video conferencing capability at both fire stations.

The Fire Department applied for, and were approved, a total of \$26,934 in grant funding. The City Council voted unanimously on April 7, 2022 to carry out the intent of the Finance, Organization, and Personnel Committee report authorizing the City Manager to do all things necessary to apply for, execute, expend, and accept the terms of the grant agreement. These documents are attached.

If you have any questions, feel free to contact me. Thank you for your cooperation with this program.



CITY OF KEENE NEW HAMPSHIRE

ITEM #D.3.

Meeting Date: April 7, 2022
To: Mayor and Keene City Council
From: Finance, Organization and Personnel Committee, Standing Committee
Through:
Subject: **Acceptance of Hazardous Materials Emergency Preparedness Grant - Fire Department**

Council Action:

In City Council April 7, 2022.

Voted unanimously to carry out the intent of the report.

Recommendation:

On a 5-0 vote, the Finance, Organization and Personnel Committee recommends that the City Council authorize the City Manager to do all things necessary to apply for, execute, expend and accept the terms of the grant agreement for the Hazardous Materials Preparedness (HMEP) Grant application as presented in the amount of \$26,934 for the purchase and installation of conferencing equipment and hazmat plan updates.

Attachments:

None

Background:

Deputy Fire Chief Chickering was the first to address the Committee. He stated this item was for the Manager to apply for, execute and accept the terms of a grant agreement for the Hazardous Materials Preparedness grant application as presented in the amount of \$26,934 for the purchase and insulation of conferencing equipment and hazmat plan updates.

Councilor Lake made the following motion, which was seconded by Councilor Madison.

On a 5-0 vote, the Finance, Organization and Personnel Committee recommends that the City Council authorize the City Manager to do all things necessary to apply for, execute, expend and accept the terms of the grant agreement for the Hazardous Materials Preparedness (HMEP) Grant application as presented in the amount of \$26,934 for the purchase and installation of conferencing equipment and hazmat plan updates.



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Primex3 Members as per attached Schedule of Members Property & Liability Program		Member Number:	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
X	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2021	7/1/2022	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange By: <i>Mary Beth Purcell</i> Date: 7/12/2021 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			

Member	Member #
Albany School District	859
Allenstown School District	792
Alton School District	786
Amherst School District	701
Andover School District	702
Ashland School District	822
Ashuelot Pond Dam Village District	457
Auburn School District	902
Barnstead School District	785
Barrington School District	838
Bartlett School District	903
Bartlett Village Water Precinct	459
Bath School District	768
BCEP Solid Waste	510
Bedford School District	779
Belknap County Conservation District	597
Belknap County Conservation District	597
Benton School District	848
Berlin School District	904
Berlin Water Works	500
Bethlehem School District	856
Bethlehem Village District	568
Bow School District	703
Brentwood School District	704
Brookline School District	834
Campton School District	705
Campton Village Precinct	565
Candia School District	906
Central NH Special Operations Unit	450
Chatham School District	860
Cheshire County Conservation District	466
Chester School District	707
Chesterfield School District	706
Chichester School District	708
City of Berlin	120
City of Concord	145
City of Dover	156
City of Keene	210
City of Laconia	213
City of Lebanon	217
City of Portsmouth	275
City of Rochester	280
City of Somersworth	293
Claremont School District	909
Cochecho Arts and Technology Academy	1203
Colebrook Fire Precinct	577
Concord School District	710
Contoocook Valley School District	802
Contoocook Village Precinct	592
Conway School District	911
Coos County	602
Coos County Conservation District	451
Copple Crown Village District	456
Cornish School District	912
Croydon School District	957
CSI Charter School	1209
Deerfield School District	825
Derry Cooperative School District	711
Dover School District	900
Dresden School District	913
Dummer School District	914
Dunbarton School District	712
East Kingston School District	819



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

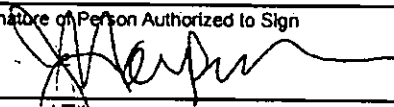
This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Primex3 Members as per attached Schedule of Members Workers' Compensation Program		Member Number:		Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Each Occurrence	
				General Aggregate	
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto				Combined Single Limit (Each Accident)	
				Aggregate	
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> Statutory	\$2,000,000
				Each Accident	\$2,000,000
				Disease - Each Employee	
				Disease - Policy Limit	
<input type="checkbox"/>	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 1/28/2022 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Town of Bath	115
Town of Bedford	116
Town of Belmont	117
Town of Center Harbor	135
Town of Conway	146
Town of Cornish	147
Town of Croydon	148
Town of Dalton	149
Town of Deerfield	152
Town of Northfield	258
Town of Northumberland	260
Town of Northwood	261
Town of Nottingham	262
Town of Orange	263
Town of Orford	264
Colebrook Fire Precinct	577
Merrimack County	604
Plainfield Village Water District	571
Town of Deering	153
Town of Roxbury	282
Town of Rumney	283
Town of Rye	284
Town of Salem	285
Town of Salisbury	286
Town of Sanbornton	287
Town of Sandown	288
Town of Madbury	229
Town of Madison	230
Town of Marlborough	232
Town of Mason	234
Town of Meredith	235
Governor Wentworth Regional School District	721
Town of Warren	318
Town of Canterbury	133
Town of Washington	319
Town of Waterville Valley	518
Town of Weare	321
Town of Webster	322
Town of Westmoreland	324
BCEP Solid Waste	510
Bay Sewage District	558
Belknap County	607
Berlin Housing Authority	527
Cheshire County	601
City of Claremont	141
City of Keene	210

ASSISTANCE AGREEMENT

1. Award No. 693JK31940029HMEP		2. Modification No. 0002	3. Effective Date 09/29/2021	4. CFDA No. 20.703
5. Awarded To SAFETY, NEW HAMPSHIRE DEPARTMENT OF Attn: Jennifer Harper 33 HAZEN DR CONCORD NH 033050011		6. Sponsoring Office PHH Grants and Registration 1200 New Jersey Ave, SE Washington DC 20590		7. Period of Performance 09/30/2019 through 09/29/2022
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority 49 USC 5116		10. Purchase Request or Funding Document No. PH-RFM957-21-0095	
11. Remittance Address SAFETY, NEW HAMPSHIRE DEPARTMENT OF Attn: Jennifer Harper NH DEPARTMENT OF SAFETY 33 HAZEN DRIVE CONCORD NH 03305		12. Total Amount Govt. Share: \$400,378.00 Cost Share : \$100,094.25 Total : \$500,472.25		13. Funds Obligated This action: \$151,053.00 Total : \$400,378.00
14. Principal Investigator	15. Program Manager CARLA SHEPPARD Phone: 202-366-2738		16. Administrator Acquisition Services Division US DOT/PHMSA/PHF-20 1200 New Jersey Avenue, SE E22-317 Washington DC 20590-0001	
17. Submit Payment Requests To FAA/MMAC/PHMSA HQ 272F AMK 316 6500 S. MacArthur Blvd Oklahoma City OK 73169		18. Paying Office FAA/MMAC/PHMSA HQ 272F AMK 316 6500 S. MacArthur Blvd Oklahoma City OK 73169		19. Submit Reports To
20. Accounting and Appropriation Data 5282X321B2.2021.EPGRTO1020.50D0308EP0.41000.61000000.0000000000.0000000000.0000000000.0000000000				
21. Research Title and/or Description of Project PHMSA 2019 HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS STATE GRANT-NEW HAMPSHIRE				
For the Recipient		For the United States of America		
22. Signature of Person Authorized to Sign 		25. Signature of Grants/Agreements Officer		
23. Name and Title Jennifer Harper, HSEM Director (GAR)	24. Date Signed 10/7/2021	26. Name of Officer DWAYNE CROSS	27. Date Signed	